

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.: 2023-CA-001432

CHENEY BROS., INC.,  
a Florida Corporation,

Plaintiff,

vs.

WESLEY RICHARDS,

Defendant.

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**PLAINTIFF'S AMENDED COMPLAINT**

COMES NOW, Plaintiff, CHENEY BROS., INC., a Florida Corporation, (hereinafter "CBI") by and through its undersigned attorneys, and hereby sues Defendant, WESLEY RICHARDS (hereinafter "RICHARDS"), and as grounds thereof states as follows:

**JURISDICTIONAL ALLEGATIONS**

1. At all material times, CBI was and is a corporation formed and existing under the laws of the State of Florida, and doing business in Palm Beach County, Florida.
2. At all material times, RICHARDS was a resident of Florida, with all of his employment activities occurring in Palm Beach County, Florida.
3. As a result, venue is proper in Palm Beach County, Florida.
4. This is an action that exceeds the minimum jurisdictional limits of this Court, exclusive of fees and costs.

**FACTUAL ALLEGATIONS**

5. CBI employed RICHARDS as a pilot since approximately December of 2018.
6. During RICHARDS' employment with CBI, he was provided with generous compensation, as well as valuable experience and training at CBI's expense.
7. In the fourth quarter of 2022, CBI determined that it needed to replace the existing aircraft, which RICHARDS had been employed to pilot.
8. At all relevant times, RICHARDS was fully aware of the need to replace the existing aircraft with a new one.
9. The new aircraft, a Cessna Citation Sovereign (the "CE-680"), required RICHARDS, as well as the other CBI pilots, to complete comprehensive training and certification in order to have the ability to operate it.
10. At all relevant times, RICHARDS was fully aware of the need for the additional training and certification in order to fly the CE-680.
11. The additional training and upgraded certification were arranged for, coordinated by and paid for by CBI.
12. Although RICHARDS communicated in several conversations with Chief Pilot, Ivan Brenes, that he was seeking a salary raise, RICHARDS *never* advised that he was, or would be, seeking employment elsewhere.
13. Prior to, or during, the course of RICHARD's training to pilot the CE-680, he contacted a recruiter named Thomas Allen, to secure employment with Presidential Aviation, Inc. ("Presidential") and other prospective employers.

14. Prior to accepting the training and certification necessary to fly the CE-680, RICHARDS failed to advise CBI that he was looking to work with another aviation company piloting a CE-680 and utilizing the training and certification he was about to undertake, at CBI's expense.

15. During the training and certification necessary to fly the CE-680, RICHARDS failed to advise CBI that he was looking to work for another aviation company piloting a CE-680 and utilizing the training and certification he was undertaking at CBI's expense.

16. RICHARDS, with full knowledge of the above, accepted the additional training to receive the upgraded certification to pilot the CE-680.

17. RICHARDS, with full knowledge of the above, attended the training to pilot the CE-680 from November 28, 2022 through December 13, 2022 at Flight Safety in Wichita, Kansas.

18. RICHARDS, with full knowledge of the above, completed the additional training and received the upgraded certification to pilot the CE-680.

19. Thereafter, within 22 days of completing the training and certification to pilot the CE-680, RICHARDS completed an application on January 4, 2023 to fly that same aircraft with Presidential.

20. Up until that time, RICHARDS was focused on using that very training and certification to obtain employment elsewhere.

21. RICHARDS had applied for other employment and/or knew he would be applying for other employment at the time he accepted the additional training and upgraded certification, failing to disclose this information to CBI.

22. Had CBI known of RICHARDS seeking other employment, or had RICHARDS advised CBI of his true intentions, CBI would not have agreed to pay for the additional training and upgraded certification.

23. RICHARDS' actions and inactions, amongst other causes of action, constitute fraud in the inducement, fraudulent misrepresentation and unjust enrichment.

**COUNT I – FRAUD IN THE INDUCEMENT**

24. Plaintiff re-alleges and incorporates by reference, all of its allegations contained in Paragraphs 1-23 above, and further states:

25. RICHARDS made a misrepresentation/omission to CBI regarding his intentions.

26. Florida law recognizes that fraud can occur by omission.

27. At the time, RICHARDS knew or should have known that the representation/omission was false.

28. RICHARDS' misrepresentation/omission was material.

29. RICHARDS intended for the representation/omission to induce CBI to rely and act on it.

30. CBI acted on RICHARDS misrepresentation/omission by agreeing to provide the training and certification for him to pilot the CE-680.

31. As a direct result, CBI was damaged, acting in justifiable reliance on the representation/statement.

32. CBI's damages include, but are not limited to, the monies it expended related to the additional training and upgraded certification, travel expenses, and pre-judgment interest.

WHEREFORE, CBI demands judgment for damages against RICHARDSON, plus court costs pursuant to Florida Statutes §57.041, attorneys' fees, and pre-judgment interest.

**COUNT II – FRAUDULENT MISREPRESENTATION**

33. Plaintiff re-alleges and incorporates by reference, all of its allegations contained in Paragraphs 1-23 above, and further states:

34. RICHARDS made a misrepresentation/omission to CBI regarding a material fact by concealing and failing to disclose that he was in search of other employment.

35. Florida law recognizes that fraud can occur by omission.

36. At the time, RICHARDS knew that his representation/omission was false.

37. RICHARDS' misrepresentation/omission was material.

38. RICHARDS intended for the representation/omission to induce CBI to rely and act on it.

39. CBI acted on RICHARDS misrepresentation/omission by agreeing to provide the training and certification for him to pilot the CE-680.

40. As a direct result, CBI was damaged, acting in justifiable reliance on the representation/statement.

41. CBI's damages include, but are not limited to, the monies it expended related to the additional training and upgraded certification, travel expenses, and pre-judgment interest.

WHEREFORE, CBI demands judgment for damages against RICHARDS, plus court costs pursuant to Florida Statutes §57.041, attorneys' fees, and pre-judgment interest.

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